

Agenda Item #

22

DISTRIBUTION

County Board
County Clerk
County Administrator
Public Works

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

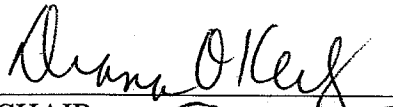
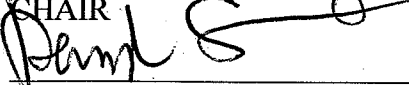
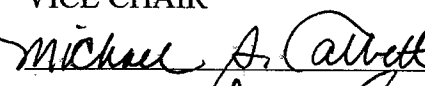
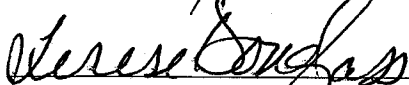

REGULAR JUNE, A.D., 2008 SESSION

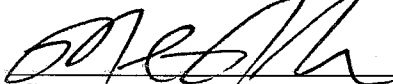
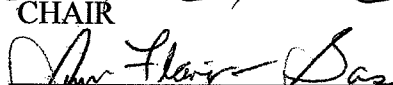

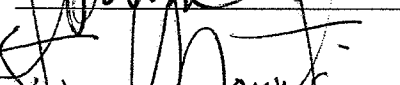
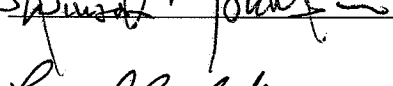
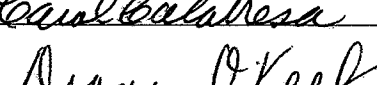
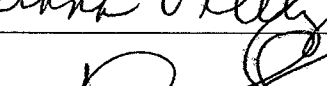
JUNE 10, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works & Transportation Committee and Planning, Building, and Financial and Administrative Committee present herewith a Joint Resolution authorizing the execution of a Cost Share Agreement for Upsizing a Regional Interceptor Sewer with Industrial Developments International, Inc.; and request its adoption.

Respectfully submitted,

| | | |
|---|-----|-----|
|  | Aye | Nay |
| CHAIR | ✓ | |
|  | ✓ | |
| VICE CHAIR | | |
|  | ✓ | |
|  | ✓ | |
|  | ✓ | |
| | | |
| | | |
| PUBLIC WORKS AND TRANSPORTATION COMMITTEE | | |

| | | |
|--|-----|-----|
|  | Aye | Nay |
| CHAIR | x | |
|  | ✓ | |
| VICE CHAIR | | |
|  | ✓ | |
|  | x | |
|  | ✓ | |
|  | ✓ | |
|  | | |
| FINANCIAL AND ADMINISTRATIVE COMMITTEE | | |

WHEREAS, the County, through its Department of Public Works, operates a sanitary sewer system in certain areas of Lake County to provide certain infrastructure improvements to control pollution and more effectively provide a healthful environment for residents in Lake County; and

WHEREAS, as a part of the development of the Antioch Corporate Center, the Developer will be constructing and installing a sanitary sewer interceptor, to be connected to certain Regional Facilities owned and operated by the County, and the Department of Public Works has determined that the present and anticipated future needs for sanitary sewer service in the vicinity of the subject Development require the upsizing of the sanitary sewer interceptor to be constructed by the Developer of the Antioch Corporate Center; and

WHEREAS, a Contract, entitled Sanitary Sewer Upsizing Cost Share Agreement (a copy of which is attached to this Resolution) has been negotiated and agreed to between the Developer, Industrial Developments International, Inc., and the County's Department of Public Works, which Contract provides connection fee credits to the Developer to pay for the costs attributable to the upsizing of the said sanitary sewer interceptor; and

WHEREAS, the Department of Public Works recommends, to provide for the current and anticipated future infrastructure needs of the County and its residents, that the attached Sanitary Sewer Cost Share Agreement be entered into with the Developer.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, as follows:

1. That the above recitals are incorporated herein as a part of the action on this Resolution.
2. That the attached Sanitary Sewer Cost Share Agreement, between Industrial Developments International, Inc., a Delaware corporation, and the County of Lake, providing for the upsizing of a 12 inch interceptor to a 24 inch interceptor to be constructed by Industrial Developments International, Inc. and then dedicated to the County of Lake, and providing connection fee credits in the amount of 34.1 Residential Equivalents to Industrial Developments International, Inc. for the costs attributable to said interceptor upsizing, is agreed to and approved.
3. That the County Board Chairman, and the County Clerk, are authorized and directed to execute the Sanitary Sewer Cost Share Agreement attached hereto on behalf of the County of Lake.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of June, A.D. 2008.

**SANITARY SEWER UPSIZING COST SHARE AGREEMENT
BETWEEN
INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.
AND THE
COUNTY OF LAKE, ILLINOIS**

THIS AGREEMENT entered into this ____ day of June, 2008, by and between INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC., a Delaware corporation ("IDI"), and the COUNTY OF LAKE, a body politic and corporate of the State of Illinois ("County"):

WITNESSETH:

WHEREAS, IDI is constructing, as a part of the development of the Antioch Corporate Center, a sanitary sewer interceptor to serve said Development (a map of the site and location of the sanitary sewer is attached as Exhibit A); and

WHEREAS, the said sanitary sewer interceptor being constructed by IDI is to be connected to, and ownership of said sanitary sewer interceptor will be dedicated to and will become a part of, the sanitary sewer system owned and operated by the County; and

WHEREAS, the County desires, as part of the County's planning for current and future infrastructure needs, that the said sanitary sewer interceptor being constructed by IDI be upsized to provide for additional sewage flows capacity for other areas that may be served now or in the future by sanitary sewer and connected to the County sanitary sewer system; and

WHEREAS, IDI and the County (hereinafter jointly referred to as "the parties") have agreed to, and wish to formalize, the parties cost sharing agreement relating to the additional costs attributable to the upsizing of said sanitary sewer interceptor; and

WHEREAS, Manhard Consulting, Ltd. has prepared for the parties construction cost estimates for the construction of said sanitary sewer interceptor improvements, as well as those costs attributable to the upsizing of said sanitary sewer interceptor (which cost estimates are attached hereto as Exhibit B); and

WHEREAS, the parties agree that the costs attributable to upsizing the said sanitary sewer interceptor will be, and are, \$201,388, which total sum equates to connection fees for 34.1 Residential Equivalents (as shown on attached Exhibit C); and, that the parties have agreed to apply the upsizing costs as credits to IDI, or its successors or assigns, for the connection fees otherwise owed for 34.1 Residential Equivalents.

NOW, THEREFORE, it is hereby agreed to between the parties as follows:

1. That the recitals stated above are incorporated as a part of this Agreement as if fully set forth herein.

2. That IDI shall construct according to approved plans an upsized sanitary sewer interceptor, to serve the Antioch Corporate Center as well as other users as determined by the County, at the 24 inch size as identified on Exhibit A.

3. That upon completion of construction of the subject sanitary sewer interceptor and related appurtenances, and inspection and acceptance of those sanitary sewer interceptor improvements by the County, IDI shall dedicate ownership in fee simple to said sanitary sewer interceptor and appurtenances to the County by appropriate Bill of Sale instrument, and by delivering three (3) copies of "record" engineer's drawings for said sanitary sewer interceptor improvements.

4. That upon acceptance of the subject constructed sanitary sewer interceptor improvements, the County shall discharge its payment obligation to IDI for the upsizing costs of said sanitary sewer interceptor by providing to IDI, or its successors or assigns, credit for the sanitary sewer connection fees due and payable for 34.1 Residential Equivalents connecting to the subject sanitary sewer.

5. In addition, as to that portion of the sanitary sewer interceptor that is to be augered beneath the residence located at 19040 W. Route 173, Antioch, Illinois, the rights and duties of the parties relating to that segment of the sanitary sewer interceptor, not otherwise provided herein, shall be governed by the Letter Agreement, dated May 13, 2008, between the owners of that parcel and IDI and the County, which Letter Agreement is attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have signed this Sanitary Sewer Upsizing Cost Share Agreement on the day and year first above written.

INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.

By: _____
Its: _____

ATTEST

Secretary

COUNTY OF LAKE

By. _____
Chairman

ATTEST:

County Clerk

COUNTY OF LAKE)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____ (President / Vice-President) and _____ (Secretary) personally known to me to be the same persons whose names are subjected to the foregoing instrument, appeared before me this day in person, and pursuant to lawful authority, acknowledged that they signed, sealed and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of June, 2008.

Notary Public

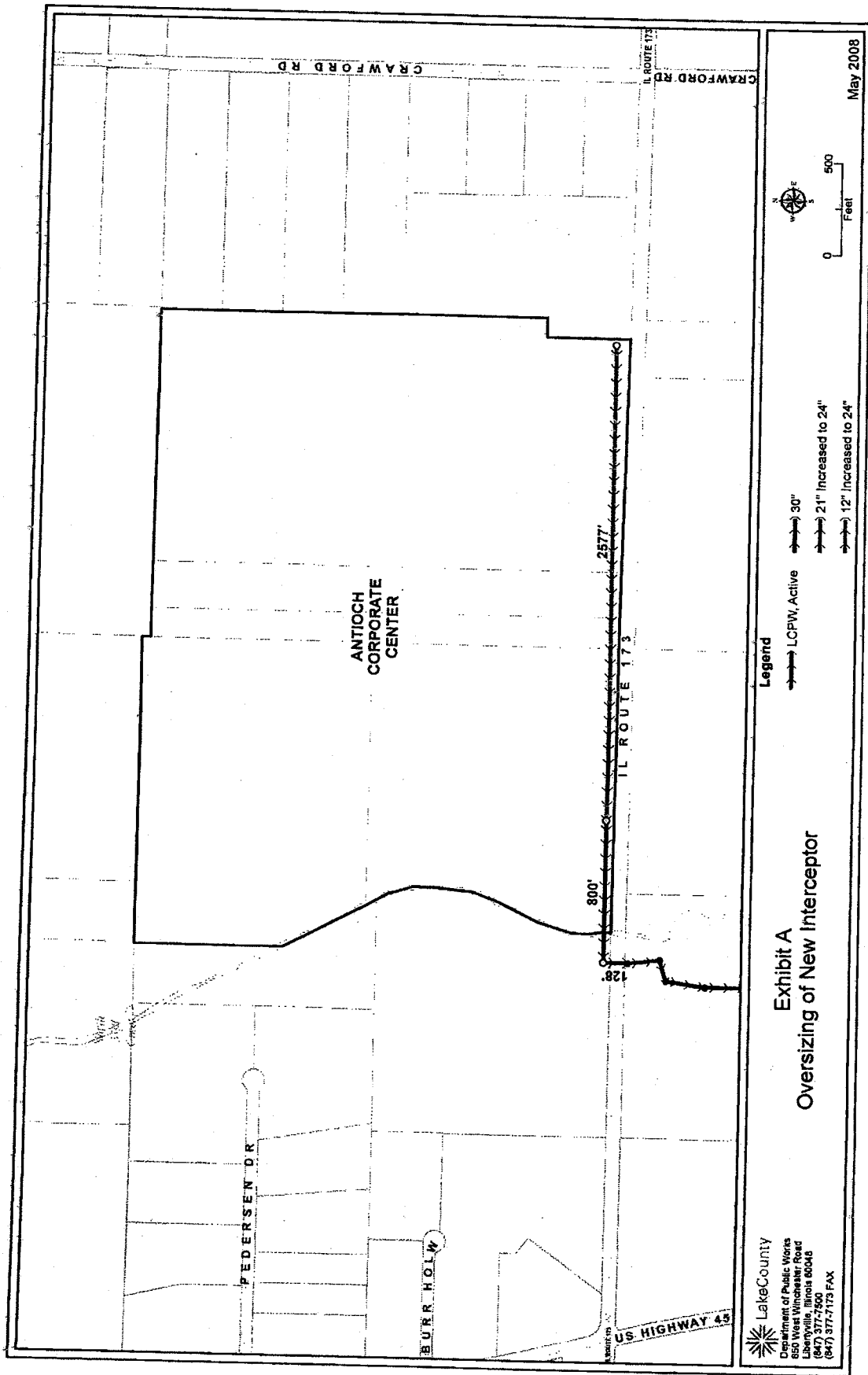
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COUNTY OF LAKE)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____ County Board Chairman and _____ County Clerk personally known to me to be the same persons whose names are subjected to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of June, 2008.

Notary Public



**ENGINEER'S OPINION OF PROBABLE COST
ANTIOCH CORPORATE CENTER - 12" Sewer
ANTIOCH, ILLINOIS
June 3, 2008**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|----------|------|------------|---------------------|
| A. SANITARY SEWER IMPROVEMENTS | | | | | |
| 1. | 12" D.I.P. Sanitary Sewer - 20'-24' Depth | 2577 | LF | \$130.00 | \$335,010.00 |
| 2. | 21" D.I.P. Sanitary Sewer - 20'-24' Depth | 800 | LF | \$190.00 | \$152,000.00 |
| 3. | 30" PVC Sanitary Sewer - 12'-16' Depth | 128 | LF | \$200.00 | \$25,600.00 |
| 4. | 4' Diameter Manhole - 8'-12' | 2 | EACH | \$2,500.00 | \$5,000.00 |
| 5. | 4' Diameter Manhole - 12'-16' | 2 | EACH | \$3,000.00 | \$6,000.00 |
| 6. | 4' Diameter Manhole - 16'-20' | 2 | EACH | \$3,500.00 | \$7,000.00 |
| 7. | 4' Diameter Manhole - 20'-24' | 3 | EACH | \$4,000.00 | \$12,000.00 |
| 8. | 6'-0" Diameter Manhole - 8'-12' | 1 | EACH | \$3,500.00 | \$3,500.00 |
| 9. | Drop Manhole | 1 | EACH | \$5,000.00 | \$5,000.00 |
| 10. | Trench Backfill - Mains 16'-20' Depth | 225 | LF | \$100.00 | \$22,500.00 |
| 11. | Auger, Bore & Jack w/Casing - 12" | 160 | LF | \$300.00 | \$48,000.00 |
| 12. | Auger, Bore & Jack w/Casing - 24" | 120 | LF | \$400.00 | \$48,000.00 |
| 13. | Auger, Bore & Jack w/Casing - 30" | 125 | LF | \$450.00 | \$56,250.00 |
| 14. | 6" Topsoil Respread, Seeding, Blanket | 3,200 | SY | \$5.00 | \$16,000.00 |
| SUBTOTAL A - SANITARY SEWER IMPROVEMENTS | | | | | \$741,860.00 |
| CONTINGENCY @15% | | | | | \$111,279.00 |
| TOTAL | | | | | \$853,139.00 |
| TOTAL PER LINEAL FOOT OF SEWER | | | | | \$243.41 |

Prepared By: Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, Illinois 60061

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees,

**ENGINEER'S OPINION OF PROBABLE COST
ANTIOCH CORPORATE CENTER - 24" Sewer
ANTIOCH, ILLINOIS
June 3, 2008**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|----------|------|------------|-----------------------|
| A. SANITARY SEWER IMPROVEMENTS | | | | | |
| 1. | 24" D.I.P. Sanitary Sewer - 20'-24' Depth | 3377 | LF | \$190.00 | \$641,630.00 |
| 2. | 30" PVC Sanitary Sewer - 12'-16' Depth | 128 | LF | \$200.00 | \$25,600.00 |
| 3. | 5' Diameter Manhole - 8'-12' | 2 | EACH | \$3,000.00 | \$6,000.00 |
| 4. | 5' Diameter Manhole - 12'-16' | 2 | EACH | \$3,500.00 | \$7,000.00 |
| 5. | 5' Diameter Manhole - 16'-20' | 2 | EACH | \$4,000.00 | \$8,000.00 |
| 6. | 5' Diameter Manhole - 20'-24' | 3 | EACH | \$4,500.00 | \$13,500.00 |
| 7. | 6'-0" Diameter Manhole - 8'-12' | 1 | EACH | \$3,500.00 | \$3,500.00 |
| 8. | Drop Manhole | 1 | EACH | \$5,000.00 | \$5,000.00 |
| 9. | Trench Backfill - Mains 16'-20' Depth | 225 | LF | \$100.00 | \$22,500.00 |
| 10. | Auger, Bore & Jack w/Casing - 24" | 280 | LF | \$400.00 | \$112,000.00 |
| 11. | Auger, Bore & Jack w/Casing - 30" | 125 | LF | \$450.00 | \$56,250.00 |
| 12. | 6" Topsoil Respread, Seeding, Blanket | 3,200 | SY | \$5.00 | \$16,000.00 |
| SUBTOTAL A - SANITARY SEWER IMPROVEMENTS | | | | | \$916,980.00 |
| CONTINGENCY @15% | | | | | \$137,547.00 |
| TOTAL | | | | | \$1,054,527.00 |
| TOTAL PER LINEAL FOOT OF SEWER | | | | | \$300.86 |

Prepared By: Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, Illinois 60061

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees,

| | |
|-----------------------|--------------|
| Cost of 24 inch sewer | \$ 1,054,527 |
| Cost of 12 inch sewer | \$ 853,139 |
| Difference | \$ 201,388 |

| | |
|--------------------------|-------------------|
| Upsizing credit(dollars) | \$ 201,388 |
| Connection Fee | \$ 5,900 per R.E. |
| Upsizing credit(R.E.) | 34.1 |

EXHIBIT C



May 13, 2008

Mr. Peter E. Kolb, P.E.
Director
Lake County Department of Public Works
650 W. Winchester Road
Libertyville, IL 60048

RE: 19040 W. IL Route 173
Antioch Corporate Center
Antioch, IL

Dear Peter,

This letter shall serve as a letter of understanding regarding the existing home which is located at 19040 W. IL Route 173. The home is located on the proposed joint utility easement. The sanitary main IDI plans to install along the north side of Route 173 will be located under the home. The following is agreed to by all parties:

1. The home can remain in its current location as long as sanitary service is not interrupted by the home. The home is expected to be demolished as part of phase three of the Antioch Corporate Center Development.
2. The sanitary main will be an auger and casing installation below the home. This arrangement will facilitate repairs in the unlikely case they are needed.
3. Should sanitary line repairs or replacement be required prior to the home being demolished, Lake County Public Works will use reasonable means to avoid impacting the home. Lake County Public works will not be responsible to relocate, restore or repair the home should the home be impacted during repair or replacement of the sanitary main.

EXHIBIT D



Please sign below indicating your agreement with the above terms involving the existing home and proposed sanitary line.

Sincerely,

John Benson
Vice President Leasing & Development

AGREED:

John E. Roll
Lake County Public Works

Date: 6/3/08

Alfred P. Pedersen, Jr.

Date: _____

Dean A. Pedersen

Date: _____

Dale A. Pedersen

Date: _____

Lloyd A. Pedersen

Date: _____

Alfred P. Pedersen, as Trustee
under the Alfred P. Pedersen Trust
Agreement dated January 12, 1995

Date: _____

IDI

Date: _____